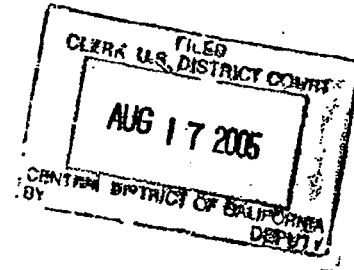


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11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SAUL HUDSON p/k/a SLASH, an individual,)
 14 and MICHAEL McKAGAN p/k/a DUFF, an)
 individual, and GUNS N' ROSES, a California)
 15 General Partnership,

16 Plaintiffs,

17 vs.

18 WILLIAM BAILEY p/k/a W. AXL ROSE, an
 19 individual, BLACK FROG MUSIC, a
 California corporation, KOBALT MUSIC
 20 PUBLISHING AMERICA, INC., a Delaware
 corporation, KOBALT MUSIC SERVICES
 21 AMERICA, INC., a Delaware corporation,
 KOBALT SONGS MUSIC PUBLISHING, a
 22 New York company, and DOES 1-10,
 inclusive,

23 Defendants.

CASE NO. **CV05-6028**

COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT;
- (2) BREACH OF FIDUCIARY DUTY;
- (3) FRAUD;
- (4) UNFAIR COMPETITION;
- (5) INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (6) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
- (7) DECLARATORY RELIEF;
- (8) CONVERSION;
- (9) UNJUST ENRICHMENT;
- AND
- (10) INJUNCTIVE RELIEF

DEMAND FOR JURY TRIAL

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INTRODUCTION

Suffering an apparent attack of arrogance and ego, former Guns N' Roses singer Axl Rose recently decided that he is no longer willing to acknowledge the contributions of his former partners and bandmates in having created some of rock's greatest hits, such as "Welcome to the Jungle," "Paradise City" and "Sweet Child O' Mine." So, Mr. Rose duped the American Society of Composers, Authors and Publishers ("ASCAP") into changing the designation of the Publisher/Administrator of the Guns N' Roses copyrights from the true copyright owner to himself and his publisher. This change in designation deception also resulted in ASCAP paying public performance publishing royalties to Rose himself and his accomplices. Defendants' conduct constitutes, among other things, copyright infringement, breach of fiduciary duty, fraud, unfair competition, interference with prospective economic advantage, breach of implied covenant of good faith and fair dealing, and conversion. By this action, plaintiffs seek to return the copyright owner to its proper place in exercising its exclusive rights, to recover money recently paid by ASCAP to defendants, to ensure that defendants cannot profit in the future from this deception and to deter them from future similar misconduct.

JURISDICTION AND VENUE

1. Plaintiffs allege copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. This Court has subject matter jurisdiction over this federal claim pursuant to 17 U.S.C. §§ 101 et seq., and 28 U.S.C. §§ 1331 and 1338. The Court has jurisdiction over Plaintiffs' state law unfair competition claims pursuant to 28 U.S.C. § 1338(b). Further, this Court has supplemental jurisdiction over the remainder of Plaintiffs' state law claims under 28 U.S.C. § 1367.

2. Venue lies in the Central District of California pursuant to 28 U.S.C. § 1391 (b) and (c). Plaintiff is informed and believes that all defendants reside in or transact business in the Central District of California and may otherwise be found

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1 there, and a substantial part of the events and omissions giving rise to Plaintiffs'
2 claims occurred in such district.

3
4 **THE PARTIES**

5 3. At all times mentioned herein, Guns N' Roses ("GNR") was a California
6 General Partnership, doing business in the State of California.

7 4. At all times mentioned herein, Slash Hudson p/k/a Slash ("Slash") was,
8 and continues to be, an individual residing in the State of California, and a partner in
9 GNR.

10 5. At all times mentioned herein, Michael McKagan p/k/a/ Duff ("Duff")
11 was, and continues to be, an individual residing in the State of California, and a
12 partner in GNR.

13 6. Plaintiffs are informed and believe, and on that basis allege that at all
14 times mentioned herein, William Bailey p/k/a Axl Rose ("Axl") was an individual
15 doing business in the State of California, and is a former partner in GNR.

16 7. Plaintiffs are informed and believe, and on that basis allege that at all
17 times mentioned herein, Black Frog Music ("Black Frog") was a California
18 corporation, doing business in the State of California, and wholly owned by Axl.

19 8. Plaintiffs are informed and believe, and on that basis allege that at all
20 times mentioned herein, Kobalt Music Publishing America, Inc., was a Delaware
21 corporation, doing business in the State of California, with an office in Los Angeles,
22 California; Kobalt Music Services America, Inc., was a Delaware corporation, doing
23 business in the State of California, with an office in Los Angeles, California; and
24 Kobalt Songs Music Publishing was a New York company, doing business in the
25 State of California, with an office in Los Angeles, California. These entities are
26 referred to collectively as "Kobalt."

27 9. Plaintiffs are ignorant of the true names and capacities of defendants sued
28 herein as DOES 1 through 10, inclusive, and sue those defendants by such fictitious

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1 names. Plaintiffs will amend this complaint to allege their true names and capacities
2 when obtained.

3 10. Plaintiffs are informed and believe, and on that basis allege that at all
4 times mentioned herein, each of the defendants was the agent and/or co-conspirator of
5 all other defendants, and each of them, and in doing the things herein alleged was
6 acting within the scope of his or her agency and authority, or within the scope, and in
7 furtherance of, such conspiracy and with the permission and consent of the other
8 defendants and that each defendant was in some manner responsible for the damage
9 and injury suffered by Plaintiffs as alleged herein.

FACTS COMMON TO ALL CAUSES OF ACTION

11 11. In or around 1985, Axl, Slash and Duff, along with other individuals,
12 formed GNR, a California general partnership.

13 12. By 1992, Axl, Slash and Duff were the only partners that remained as
14 members of GNR ("GNR" or "the GNR partnership").

15 13. On or around September 1, 1992, Axl, Slash and Duff entered into a
16 written partnership agreement defining the rights and obligations of the GNR partners
17 entitled "Memorandum of Agreement" ("Partnership Agreement"). A copy of the
18 Partnership Agreement is attached hereto as Exhibit "A."

19 14. On August 31, 1995, Axl sent Duff and Slash a written notice informing
20 them of his withdrawal from the partnership, effective December 30, 1995. A copy of
21 that notice is attached hereto as Exhibit "B." Slash and Duff remained, and still
22 remain, the only members of GNR, and own and control all GNR partnership assets.

23 15. After Axl's withdrawal, Slash and Duff were the sole persons entitled to
24 manage the affairs and act on behalf of GNR as the "Remaining Members."

25 16. Under the terms of the Partnership Agreement, upon his withdrawal from
26 the GNR partnership, Axl was deemed a "Terminated Partner," and his right to
27 participate in or make decisions regarding partnership business matters ended. Axl's
28

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1 rights to share in certain partnership revenues is set forth in the Partnership
2 Agreement.

3 17. The copyrights in the GNR songs belong to and are registered in the
4 name of Guns N' Roses Music.

5 18. The GNR songs, created prior to December 30, 1995, are extremely
6 valuable partnership assets that generate substantial income to the partnership,
7 including publishing royalties. ASCAP collects royalties for the non-dramatic public
8 performances of GNR songs and distributes them to the proper publisher and/or
9 songwriter. Various third parties regularly obtain information from ASCAP to
10 determine the identity of the publisher/administrator for songs they seek to license.

11 19. Plaintiffs are informed and believe that the GNR partnership has been
12 designated as the Publisher/Administrator with ASCAP for the GNR songs since the
13 1980s and/or the early 1990s, and during that entire time, ASCAP has paid public
14 performing royalties to the GNR partnership.

15 20. Plaintiffs are informed and believe that on or around May 26, 2005, Axl,
16 without authority and without any notice to Slash, Duff or the partnership, for his own
17 personal benefit, unilaterally directed ASCAP to change the Publisher/Administrator
18 designation from the true copyright owner, Guns N' Roses Music, to Axl's wholly
19 owned company, Black Frog, and his purported publisher Kobalt Songs Music
20 Publishing – in effect improperly directing ASCAP to send all publishing monies for
21 GNR songs to, or for the benefit of, Axl, Black Frog and Kobalt, instead of the
22 partnership. Plaintiffs are informed and believe that, pursuant to the changed
23 designation, ASCAP sent at least one royalty statement and payment to Axl, Black
24 Frog and/or Kobalt. Plaintiffs are informed and believe that the royalty check issued
25 from ASCAP to Axl, Black Frog and/or Kobalt was for around \$92,000, which
26 constituted royalty payments for one quarter of 2005. In addition, Plaintiffs are
27 informed and believe that, as a result of the changed designation, potential licensees
28

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1 are being improperly directed to contact solely Black Frog and Kobalt, instead of the
2 partnership, with respect to license requests and inquiries for GNR compositions.

3 21. Despite his voluntary withdrawal from GNR and lack of authority, Axl
4 has wrongfully claimed: (a) the authority to be the spokesman for the GNR
5 partnership with respect to the ongoing relationship with ASCAP and with respect to
6 the collection of royalty payments from ASCAP; (b) the right to change the
7 Publisher/Administrator designation with ASCAP from Guns N' Roses Music to
8 Black Frog and Kobalt Songs Music Publishing; (c) the right to act as the
9 publisher/administrator and authorize and direct the use and exploitation of the
10 copyrights, in derogation of the copyright owner's rights; (d) the right to direct royalty
11 revenue belonging to the copyright owner, Guns N' Roses Music, to himself, Black
12 Frog and/or Kobalt; and (e) the right to direct potential licensees to Black Frog and/or
13 Kobalt through the change in Publisher/Administrator designation with ASCAP.

14 **FIRST CAUSE OF ACTION**

15 (Copyright Infringement Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

16 22. Plaintiffs incorporate by reference paragraphs 1 through 21, above, as
17 though fully set forth herein.

18 23. The copyrights in the GNR songs belong to and are registered in the
19 name of Guns N' Roses Music, as required by 17 U.S.C. § 411(a).

20 24. Defendants infringed GNR's copyrights by changing the designation of
21 the Publisher/Administrator from the true, registered copyright owner, Guns N' Roses
22 Music, to Black Frog and Kobalt. In doing so they designated themselves as having
23 the publishing/administration rights of the copyright owner, in derogation of the true
24 copyright owners rights, to authorize the use and exploitation of the copyrights and
25 collect the monies derived from exploitation from the copyrights.

26 25. As a result of the aforementioned infringement by Defendants, Plaintiffs
27 have suffered, and will continue to suffer, damages in a currently unascertained
28 amount.

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1 26. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

2 **SECOND CAUSE OF ACTION**

3 (Breach of Fiduciary Duty Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

4 27. Plaintiffs incorporate by reference paragraphs 1 through 26, above, as
5 though fully set forth herein.

6 28. At all times mentioned herein, Axl owed and owes fiduciary duties of
7 loyalty, care, and good faith and fair dealing to Plaintiffs with regard to the GNR
8 songs.

9 29. Axl has breached his fiduciary duty to Plaintiffs, by among other things:
10 (a) wrongfully claiming the authority to be the spokesman for the GNR partnership
11 with respect to the ongoing relationship with ASCAP and with respect to the
12 collection of royalty payments from ASCAP; (b) improperly changing the
13 Publisher/Administrator designation with ASCAP from Guns N' Roses Music to
14 Black Frog Music and Kobalt Songs Music Publishing; (c) improperly claiming the
15 right to act as the publisher/administrator and authorize and direct the use and
16 exploitation of the copyrights, in derogation of the copyright owner's rights; (d)
17 improperly directing royalty revenue belonging to the GNR partnership to himself,
18 Black Frog and/or Kobalt; and (e) improperly directing potential licensees to Black
19 Frog and Kobalt through the change in Publisher/Administrator designation with
20 ASCAP.

21 30. Plaintiffs have been damaged as a result of Axl's breach of his fiduciary
22 duties to them in an amount that exceeds the jurisdictional limit of this Court.
23 Plaintiffs presently cannot ascertain the exact amount of damages which they have
24 sustained as a direct and proximate result of Axl's various breaches, but will seek
25 leave of Court to amend this complaint to state the exact amount of damages when it
26 has been ascertained.

27 31. Defendant Axl Rose's actions were malicious, fraudulent and oppressive,
28 and undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are

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1 therefore entitled to an award of punitive and exemplary damages in an amount
2 sufficient to punish Axl and deter him from similar future conduct.

3 32. Plaintiffs are informed and believe, and on that basis allege that at all
4 times mentioned herein, Black Frog and Kobalt conspired with Axl to commit the
5 above referenced breaches of fiduciary duty and acted in furtherance of such
6 conspiracy and were in some manner responsible for the damage and injury suffered
7 by Plaintiffs as alleged herein.

8 33. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

9 **THIRD CAUSE OF ACTION**

10 (Fraud Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

11 34. Plaintiffs incorporate by reference paragraphs 1 through 33, above, as
12 though fully set forth herein.

13 35. At all times mentioned herein, Axl owed and owes fiduciary duties of
14 loyalty, care, and good faith and fair dealing to Plaintiffs with regard to the GNR
15 songs.

16 36. Plaintiffs are informed and believe that on or around May 26, 2005, Axl,
17 without authority and without any notice to Slash, Duff or the partnership, for his own
18 personal benefit, unilaterally directed ASCAP to change the Publisher/Administrator
19 designation from Guns N' Roses Music to Black Frog Music and Kobalt Songs Music
20 Publishing – in effect improperly directing ASCAP to send all publishing monies for
21 GNR songs to Axl, Black Frog and Kobalt, instead of the partnership. Plaintiffs are
22 informed and believe that, pursuant to the changed designation, ASCAP sent at least
23 one royalty statement and payment to Axl, Black Frog and/or Kobalt. In addition,
24 Plaintiffs are informed and believe that, pursuant to the changed designation, potential
25 licensees have been improperly directed to contact solely Black Frog and Kobalt,
26 instead of the partnership, with respect to license requests and inquiries.

27 37. Axl willfully omitted and concealed from Plaintiffs material facts
28 regarding, among other things, his unilateral change of Publisher/Administrator

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1 designation with ASCAP and his, and/or his accomplices, receipt of royalty
2 statements and payments from ASCAP.

3 38. Axl's failures to disclose information and suppression of information
4 were made with the intent to induce Plaintiffs to rely on Axl's omissions.

5 39. In fact, Plaintiffs actually and reasonably relied on Axl's fraudulent
6 conduct. Had Axl disclosed to Plaintiffs the actual facts, they would have contacted
7 ASCAP immediately to prevent the change in Publisher/Administrator designation,
8 prevent ASCAP from sending any royalty statements and payments to any entity other
9 than the GNR partnership and prevent ASCAP from directing potential licensees to
10 contact solely Black Frog and Kobalt, instead of the partnership, to request licenses of
11 GNR songs.

12 40. Plaintiffs have been damaged as a result of Axl's fraud in an amount that
13 exceeds the jurisdictional limit of this Court. Plaintiffs presently cannot ascertain the
14 exact amount of damages which they have sustained as a direct and proximate result
15 of Axl's fraud, but will seek leave of Court to amend this complaint to state the exact
16 amount of damages when it has been ascertained.

17 41. Defendant Axl Rose's actions were malicious and oppressive, and
18 undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are
19 therefore entitled to an award of punitive and exemplary damages in an amount
20 sufficient to punish Axl and deter him from similar future conduct.

21 42. Plaintiffs are informed and believe, and on that basis allege that at all
22 times mentioned herein, Black Frog and Kobalt conspired with Axl to commit the
23 above referenced fraud and acted in furtherance of such conspiracy and were in some
24 manner responsible for the damage and injury suffered by Plaintiffs as alleged herein.

25 43. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

FOURTH CAUSE OF ACTION

26
27 (Violation of the Unfair Competition Law, Business & Professions Code § 17200,
28 et seq. Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

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1 44. Plaintiffs incorporate by reference paragraphs 1 through 43, above, as
2 though fully set forth herein.

3 45. Defendants' conduct was, and remains, both unfair and fraudulent
4 pursuant to Section 17200 of the Business and Professions Code because: (a) Axl is
5 disrupting the business of the partnership by falsely holding himself out to third
6 parties as having authority to act unilaterally on behalf of the partnership by
7 improperly directing ASCAP to change the Publisher/Administrator designation from
8 Guns N' Roses Music to Black Frog and Kobalt; (b) Axl, Black Frog and Kobalt are
9 unfairly and fraudulently diverting royalties properly belonging to the partnership to
10 themselves through false claims that Axl has the authority to act on behalf of the GNR
11 partnership (c) by changing the Publisher/Administrator designation with ASCAP,
12 Axl, Black Frog and Kobalt are unfairly competing with the GNR partnership by
13 directing potential licensees to Black Frog and Kobalt, rather than the partnership, and
14 are misleading potential licensees to contact Black Frog and Kobalt to negotiate and
15 authorize licenses.

16 46. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

17 **FIFTH CAUSE OF ACTION**

18 (Interference With Prospective Economic Advantage

19 Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

20 47. Plaintiffs incorporate by reference paragraphs 1 through 46, above, as
21 though fully set forth herein.

22 48. As a result of Axl's being a former member of the GNR partnership, and
23 continuing to derive benefits therefrom, Defendants were, and continue to be,
24 specifically aware of the value of the partnership assets, the fact that ASCAP regularly
25 distributes royalties for the non-dramatic public performances of GNR songs and the
26 fact that potential licensees consult ASCAP to determine the Publisher/Administrator
27 of songs they seek to license.

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1 49. By the misconduct alleged above, Axl, Black Frog and Kobalt have
2 interfered with Plaintiffs' economic advantages, specifically including their ability to
3 collect public performance royalties and license GNR songs to those who pay for such
4 licenses.

5 50. Axl's interference is not only wrongful, but is also fraudulent in that he is
6 holding himself out to third parties as having the right or authority to change the
7 Publisher/Administrator with ASCAP, when in fact, he does not. In addition, such
8 conduct is also an unfair trade practice in violation of Business and Professions Code
9 section 17200, et seq., as alleged above.

10 51. As a proximate result of Axl, Black Frog and Kobalt's wrongful
11 interference in the business of the partnership, the partnership has lost (and will
12 continue to lose) substantial income, in an amount that exceeds the jurisdictional limit
13 of this Court. Plaintiffs presently cannot ascertain the exact amount of damages which
14 they have sustained and/or will sustain as a direct and proximate result of Axl, Black
15 Frog and Kobalt's various breaches, but will seek leave of Court to amend this
16 complaint to state the exact amount of damages when it has been ascertained.

17 52. Axl, Black Frog and Kobalt's wrongful interference in the business of the
18 partnership was malicious, fraudulent and oppressive, and undertaken in conscious
19 disregard of Plaintiffs' property rights. Plaintiffs are therefore entitled to an award of
20 punitive and exemplary damages in an amount sufficient to punish Axl, Black Frog
21 and Kobalt and deter them from similar future conduct.

22 53. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

23 **SIXTH CAUSE OF ACTION**

24 (Breach of Implied Covenant of Good Faith and Fair Dealing

25 Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

26 54. Plaintiffs incorporate by reference paragraphs 1 through 53, above, as
27 though fully set forth herein.

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1 55. The Partnership Agreement referred to above contained an implied
2 covenant of good faith and fair dealing which obligated Axl to refrain from doing any
3 act that would frustrate the agreed common purpose of the Partnership Agreement and
4 disappoint the reasonable expectations of Slash and Duff.

5 56. Axl breached the implied covenant of good faith and fair dealing by: (a)
6 after leaving the GNR partnership, wrongfully claiming the authority to be the
7 spokesman for the GNR partnership with respect to the ongoing relationship with
8 ASCAP and with respect to the collection of royalty payments from ASCAP; (b)
9 improperly changing the Publisher/Administrator designation with ASCAP from Guns
10 N' Roses Music to Black Frog Music and Kobalt Songs Music Publishing; (c)
11 improperly claiming the right to act as the publisher/administrator and authorize and
12 direct the use and exploitation of the copyrights, in derogation of the copyright
13 owner's rights; (d) improperly directing royalty revenue belonging to the GNR
14 partnership to himself, Black Frog and/or Kobalt; and (e) improperly directing
15 potential licensees to Black Frog and Kobalt through the change in
16 Publisher/Administrator designation with ASCAP.

17 57. As a result of Axl's breach of the implied covenant of good faith and fair
18 dealing, Plaintiffs have been damaged in a sum presently unknown, but in excess of
19 this Court's jurisdictional limit. Plaintiffs will seek leave of Court to amend this
20 complaint to state the exact amount of damages when it has been ascertained.

21 58. Plaintiffs are informed and believe, and on that basis allege that at all
22 times mentioned herein, Black Frog and Kobalt conspired with Axl to commit the
23 above referenced breach of implied covenant of good faith and fair dealing and acted
24 in furtherance of such conspiracy and were in some manner responsible for the
25 damage and injury suffered by Plaintiffs as alleged herein.

26 59. WHEREFORE, Plaintiffs pray for judgment as set forth herein.
27
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SEVENTH CAUSE OF ACTION

(Declaratory Relief Against Axl and Does 1-10, inclusive)

60. Plaintiffs incorporate by reference paragraphs 1 through 59, above, as though fully set forth herein.

61. An actual controversy has arisen, and now exists, between Plaintiffs and defendant Axl Rose concerning their respective rights and duties.

62. Plaintiffs desire a judicial determination that following his voluntary withdrawal from GNR in 1995: (a) Axl had and has no authority to act on behalf of the GNR partnership with respect to the ongoing relationship with ASCAP, or any other collector or administrator of publishing monies; (b) Axl had and has no right to change the Publisher/Administrator designation with ASCAP, or any other collector or administrator of publishing monies, from the copyright owner, Guns N' Roses Music, to Black Frog Music, Kobalt Songs Music Publishing or anyone else; (c) Axl had and has no authority to direct royalty statements or payments from any third parties, including ASCAP, relating to the GNR songs; (d) Axl had and has no authority to authorize the use and exploitation of GNR's copyrights; and (e) the GNR partnership is the proper publisher/administrator for purposes of ASCAP or any other collector or administrator of publishing monies derived from the exploitation of GNR songs.

63. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

EIGHTH CAUSE OF ACTION

(Conversion Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

64. Plaintiffs incorporate by reference paragraphs 1 through 63, above, as though fully set forth herein.

65. Plaintiffs are informed and believe and thereon allege that defendants have taken control and ownership of royalty payments and/or checks from ASCAP belonging to Plaintiffs for their own benefit and use without authority as alleged herein. Defendants, and each of them, refused, and still refuse, to deliver the

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1 possession thereof to Plaintiffs and have unlawfully, wrongfully and willfully
2 converted said property and rights of Plaintiffs to their own use.

3 66. As a direct and proximate result of the defendants' conversion of
4 Plaintiffs' royalty payments and/or checks from ASCAP, Plaintiffs have been
5 damaged in an amount not yet certain. Plaintiffs will seek leave of court to amend this
6 complaint to state the exact amount of damages when same has been ascertained.

7 67. The actions of defendants were malicious, fraudulent and oppressive, and
8 undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are
9 therefore entitled to an award of punitive and exemplary damages in an amount
10 sufficient to punish defendants and set an example to others.

11 68. WHEREFORE, Plaintiffs pray for Judgment as set forth herein.

NINTH CAUSE OF ACTION

13 (Unjust Enrichment Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

14 69. Plaintiffs incorporate by reference paragraphs 1 through 68, above, as
15 though fully set forth herein.

16 70. Defendants Axl, Black Frog and Kobalt have realized substantial
17 monetary gain and benefit from interfering with the business opportunities of the
18 partnership, including inducing ASCAP to pay Axl, Black Frog and/or Kobalt royalty
19 payments to which they are not entitled and directing potential licensees, through
20 ASCAP, to contact Black Frog and Kobalt for license requests. Plaintiffs are
21 informed and believe that in or around May 2005, Axl, without authority, directed
22 ASCAP to change the Publisher/Administrator designation from Guns N' Roses
23 Music to Black Frog Music and Kobalt Songs Music Publishing. Plaintiffs are
24 informed and believe that, pursuant to that designation, ASCAP sent at least one
25 royalty statement and payment to Axl, Black Frog and/or Kobalt.

26 71. Defendants Axl, Black Frog and Kobalt have been unjustly enriched to
27 the damage, detriment and exclusion of Plaintiffs in an amount presently unknown,
28 but which exceeds the jurisdictional limits of this Court. It would be fundamentally

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1 unjust and unfair to allow Axl, Black Frog and Kobalt to retain the benefits they
2 received in such manner, and all such money must be paid to the partnership.

3 72. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

TENTH CAUSE OF ACTION

4
5 (Injunctive Relief Against Axl, Black Frog, Kobalt and Does 1-10, inclusive)

6 73. Plaintiffs incorporate by reference paragraphs 1 through 72, above, as
7 though fully set forth herein.

8 74. Axl, Black Frog and Kobalt's wrongful conduct, described above, has
9 caused, and will continue to cause confusion and immediate and irreparable injury to
10 Plaintiffs and their ongoing and prospective business relationships.

11 75. Plaintiffs are also informed and believe and thereon allege that Axl,
12 Black Frog and Kobalt, unless and until enjoined and restrained by order of this Court,
13 will cause confusion and great and irreparable injury to Plaintiffs by falsely claiming
14 authority to act on behalf of the partnership, directing to themselves royalty payments
15 and other monies belonging to the partnership and otherwise wrongfully purporting to
16 act on behalf of the GNR partnership.

17 76. Plaintiffs have no adequate remedy at law for the injuries they are
18 presently incurring, and will incur in the future, as a result of the false claims of
19 ownership, authority and control made by Axl, Black Frog and Kobalt.

20 77. Plaintiffs request injunctive relief directing Axl, Black Frog, Kobalt, and
21 their attorneys and agents to: (a) refrain from representing to ASCAP that Axl has or
22 had the authority to change the Publisher/Administrator designation; (b) refrain from
23 representing to ASCAP or any other party, that Axl has or had the authority to
24 authorize the use and exploitation of GNR's copyrights; (c) refrain from soliciting or
25 accepting any money or other benefit derived from the exploitation of any of the GNR
26 songs, except monies paid directly from the GNR partnership; (d) refrain from
27 interfering with ASCAP sending royalty statements and payments, relating to the
28 GNR songs, to the partnership; and (e) hold all funds paid by ASCAP, or any other

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1 party, to Axl, Black Frog and/or Kobalt, in constructive trust on behalf of the
2 partnership, to the extent such funds are derived from the use or exploitation of any of
3 GNR songs.

4 WHEREFORE, Plaintiffs pray for judgment against defendants, and each of
5 them, as follows:

ON THE FIRST CAUSE OF ACTION**(Copyright Infringement)**

6 For damages resulting from Defendants' infringement of GNR's copyrights in
7 the GNR songs and profits attributable to Defendants infringement in an amount to be
8 determined at trial. For an accounting of all gains, profits and advantages Defendants
9 derived, and continue to derive from their infringement of GNR's copyrights. For
10 disgorgement of all gains, profits and advantages Defendants derive and continue to
11 derive from their infringement of GNR's copyrights.

ON THE SECOND CAUSE OF ACTION**(Breach of Fiduciary Duty)**

12 For damages in an amount to be determined at trial, according to proof and for
13 punitive damages.

ON THE THIRD CAUSE OF ACTION**(Fraud)**

14 For damages in an amount to be determined at trial, according to proof and for
15 punitive damages.

ON THE FOURTH CAUSE OF ACTION**(Unfair Competition)**

16 Pursuant to Section 17203 of the California Business and Professions Code, for
17 a disgorgement of any profits generated by Axl, Black Frog and Kobalt as a result of
18 their unfair and fraudulent activities, restitution of any funds obtained from Plaintiffs,
19 and any injunctive or other equitable relief the Court deems just and appropriate to
20 remedy and prevent further acts of unfair competition by Axl, Black Frog and Kobalt.

APPETITE FOR DISCUSSION

www.a-4-d.com

ON THE FIFTH CAUSE OF ACTION

(Interference With Prospective Economic Advantage)

For damages in an amount to be determined at trial, according to proof and for punitive damages.

ON THE SIXTH CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

For damages in an amount to be determined at trial, according to proof.

ON THE SEVENTH CAUSE OF ACTION

(Declaratory Relief)

For a declaration that following his voluntary withdrawal from GNR in 1995:

(a) Axl had and has no authority to act on behalf of the GNR partnership with respect to the ongoing relationship with ASCAP, or any other collector or administrator of publishing monies; (b) Axl had and has no right to change the Publisher/Administrator designation with ASCAP, or any other collector or administrator of publishing monies, from the copyright owner, Guns N' Roses Music, to Black Frog Music, Kobalt Songs Music Publishing or anyone else; (c) Axl had and has no authority to direct royalty statements or payments from any third parties, including ASCAP, relating to the GNR songs; (d) Axl had and has no authority to authorize the use and exploitation of GNR's copyrights; and (e) the GNR partnership is the proper publisher/administrator for purposes of ASCAP or any other collector or administrator of publishing monies derived from the exploitation of GNR songs. Plaintiffs seek damages in an amount to be determined at trial, according to proof.

ON THE EIGHTH CAUSE OF ACTION

(Conversion)

For damages, punitive damages and an order directing that Axl, Black Frog, Kobalt and all of their representatives, accountants, agents and employees return to the partnership all royalty payments, under their possession, custody or control, from ASCAP relating to Guns N' Roses songs.

APPETITE FOR DISCUSSION

www.a-4-d.com

ON THE NINTH CAUSE OF ACTION

(Unjust Enrichment)

For damages in an amount to be determined at trial, according to proof.

ON THE TENTH CAUSE OF ACTION

(Injunctive Relief)

For an injunction directing Axl, Black Frog, Kobalt, and their attorneys and agents to: (a) refrain from representing to ASCAP that Axl has or had the authority to change the Publisher/Administrator designation; (b) refrain from representing to ASCAP or any other party, that Axl has or had the authority to authorize the use and exploitation of GNR's copyrights; (c) refrain from soliciting or accepting any money or other benefit derived from the exploitation of any of the GNR songs, except monies paid directly from the GNR partnership; (d) refrain from interfering with ASCAP sending royalty statements and payments, relating to the GNR songs, to the partnership; and (e) hold all funds paid by ASCAP, or any other party, to Axl, Black Frog and/or Kobalt, in constructive trust on behalf of the partnership, to the extent such funds are derived from the use or exploitation of any of GNR songs.

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APPETITE FOR DISCUSSION

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ON ALL CAUSES OF ACTION

1. For interest on all amounts at the maximum legal rate;
2. For attorneys fees;
3. For costs of suit incurred herein; and
4. For such other and further relief as the Court may deem just and proper.

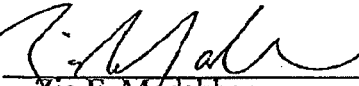
Dated: August 17, 2005

KATTEN MUCHIN ROSENMAN LLP

Zia F. Modabber

Joel R. Weiner

Tiffany J. Hofeldt

By: 

Zia F. Modabber

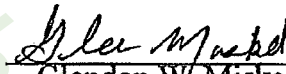
Attorneys for Plaintiffs

SAUL HUDSON p/k/a SLASH and
GUNS N' ROSES

Dated: August 17, 2005

JOHNSON & MISKEL

Glendon W. Miskel

By: 

Glendon W. Miskel

Attorneys for Plaintiffs

MICHAEL McKAGAN p/k/a DUFF and
GUNS N' ROSES

APPETITE FOR DISCUSSION

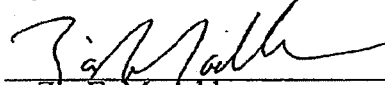
www.a-4-d.com

DEMAND FOR JURY TRIAL

Plaintiffs Saul Hudson p/k/a Slash, Michael McKagan p/k/a Duff and Guns N' Roses hereby demand a jury trial.

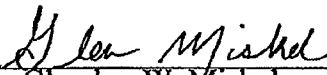
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By: 
Zia F. Modabber
Attorneys for Plaintiffs
SAUL HUDSON p/k/a SLASH and
GUNS N' ROSES

Dated: August 17, 2005

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GUNS N' ROSES